brought. The wife indorsed it to the plaintiff for the purpose of collection only. The Vermont statute gives married women the right to hold all personal property and rights of action acquired by them before marriage to their sole use, the same as if unmarried. *Held*, the note did not become null and void on her marriage with the maker and that she retained all rights with respect to the note except the right to sue on it, and might validly transfer it for collection. *Spencer* v. *Stockwell* (1904), — Vt. —, 56 Atl. Rep. 661.

It is immaterial that the wife acquired the property in this note while the parties were sole. It was her property until marriage and the statutes is broad enough to include it within its terms and common law doctrine is thereby abrogated. *Wright* v. *Burrows*, 61 Vt. 390, 18 Atl. Rep. 311. For common law view see DANIEL ON NEGOTIABLE INSTRUMENTS, Vol. 1, Art. 258. The contention that since the wife could not sue her husband upon the note she could not give the plaintiff authority for this purpose is sufficiently answered by saying, that the wife retained every right in respect to the note after marriage that she possessed before except the right to sue her husband upon it. She therefore has the right to transfer it absolutely or for collection as well after as before marriage, since the statute places no limitations upon her in this respect. An illustration of the tendency of the courts is found in *Butler* v. *Ives*, 139 Mass. 202, 29 N. E. Rep. 654. *Keyser* v. *Keyser*, 1 City Ct. R. (N. Y.) 405. *Clark* v. *Clark*, 49 Ill. App. 163. *Power* v. *Lester*, 23 N. Y. 527. Contra,—*Farley* v. *Farley*, 91 Ky. 497, 16 S. W. Rep. 129.

HUSBAND AND WIFE—SEPARATE PROPERTY OF WIFE—MORTGAGE—VALIDITY.—Husband was a county treasurer who was short on his accounts. He and his wife executed a mortgage covering both his property and her separate estate to indemnify his sureties. Later he mortgaged his property for $9000 and the wife her separate property for $3000 to the same party, and the money thus obtained was used by the husband to settle with his successor in office, thereby freeing both estates from the indemnifying mortgage. After husband's death action is brought by administrator of mortgagee to foreclose the mortgage given by wife on her separate estate. Revised statute of Indiana 1901 Art. 6964 reads, "A married woman shall not enter into any contract of suretyship and such contracts as to her shall be void" *Held*, a wife cannot defeat a mortgage given on her separate property on the ground that it was executed as surety merely, and a mortgage so executed by a wife is not void but voidable merely, and is therefore valid until avoided by her by some affirmative action. *Field* v. *Campbell* (1903), — Ind. App. —, 68 N. E. Rep. 911.

This case was first decided June 26, 1903, and reported in the 67 N. E. Rep. 1040. It comes up again on petition for rehearing and the petition is denied on the ground that the wife was under no obligation to release her land from the indemnifying mortgage, and that in doing so she is given that freedom of choice to which her situation under the married woman's act entitles her. She chose to pay this doubtful claim rather than to litigate it and having chosen she is bound by her choice. *Lackey* v. *Boruff*, 152 Ind. 371, 53 N. E. 412; *Johnson* v. *Jouchert*, 124 Ind. 105, 24 N. E. Rep 580, 8 L.R A. 795; *Fitzpatrick* v *Popa*, 89 Ind. 18; *Rogers* v. *Shewmaker*, 60 N. E. 462. The dissenting opinion is based upon *Field* v *Noblett*, 154 Ind. 360, 56 N. E. Rep. 841, where the rule is laid down that whether a married woman is a surety will be determined, not by the form of contract nor form the basis on which the transaction was had, but from the inquiry whether the wife in person or estate secured the benefit of the consideration on which the contract rests. Applying this principle they show that the wife received no benefit in person

or estate, that the means of knowledge of this fact were so apparently within the reach of plaintiff's ir testate as to impose upon him the duty of using them,and mere passive good faith would not serve to excuse his willful ignorance. 21 AM. AND ENGLISH ENC OF LAW, 584. *Henneberry* v. *Morse*, 56 Ill. 394; *Converse* v. *Blumrich*, 14 Mich. 120, 90 Am. Dec. 230.

INSURANCE—MUTUAL BENEFIT SOCIETIES—FORFEITURE OF MEMBERSHIP IN A RELIGIOUS ORDER.—One James H. Barry was a member of a mutual benefit society. The by-laws required that a member, to be entitled to any benefits in the society, must be and remain a practical Catholic. In his application for membership Barry agreed that he would comply with the constitution and by-laws of the order. Subsequently he was married to plaintiff by a Protestant minister and she was substituted as beneficiary in the death benefit certificate At this time defendant had no knowledge as to the form of the marriage ceremony. Barry having died,plaintiff brings this action to recover on the benefit certificate. *Held*, That she could not recover. *Barry* v. *Order of Cath. Knights of Wisconsin* (1903), — Wis. —, 96 N. W. Rep. 797.

It was proven that by the rules of the Roman Catholic Church, marriage by a Protestant minister results in the ex-communication of the offender. Here, then, Barry was *ipso facto* ex-communicated by his own act and being no longer a practical Catholic, the liability of the defendant ceased. In reply to the contention that the by-laws were contrary to the policy of the law, in that the rights of the plaintiff are made to depend on religious tests, the court remarks: "The objection seems puerile. Membership is purely voluntary . . . . and all men may make contracts as they choose so long as they be not contrary to law or public policy." *Franta* v. *Cath. Union* 63 S. W. Rep. 1100, 86 Am. St Rep. 611, 54 L. R. A. 723; *Mazurkiewicz* v *Society*, 127 Mich. 145, 86 N. W. Rep. 543, 54 L. R. A. 727; The doctrine of the case would seem to be unquestioned.

JUDGMENTS—JUDICIAL ERRORS—CORRECTION AT SUBSEQUENT TERM.—Complainant and defendant in assumpsit. The court allowed one item of $300 and disallowed the others. A paper called "Memorandum on Which Judgment is Based" was filed in court by the judge, stating that the court allowed the $300 item and disallowed the others, and ended with the words "Judgment for plaintiff to recover $300 and costs." Entry was made on the file in the case "Judgment for plaintiff to recover $300." No formal judgment was ever entered up, but at the following term on motion by plaintiff and hearing the court ordered judgment for $400 50 to be formally entered up, all over $300 being for interest on the debt, which the court found it had by oversight and mistake accidentally omitted to add to the item allowed. *Held*, that the court had no power to thus correct at a subsequent term. *Goldreyer* v. *Cronan* (1903,) — Conn. —, 55 Atl. Rep. 594.

That courts, after the term, have power to supply omissions in a judgment, and to reform and perfect it, so as to make it conform exactly to the judgment intended to be given,but can not amend to correct judicial errors or to enter a judgment which was neither in fact rendered nor intended to be rendered, is a recognized principle. BLACK ON JUDGMENTS, § 154. See *Tayler* v. *Aspinwall*, 73 Conn. 493. A final judgment at a subsequent term is not amendable except as to matters of form and clerical errors. *Botkin* v. *Pickaway County Com'rs*, 13 Am. Dec. 630; *Ivey* v. *Gilder*, 119 Ala 495. In this case the court held the omission of interest was a mistake judicial in nature and not clerical. The judge by signing the memoranda announced in